

FEDERAL COMMUNICATIONS COMMISSION
Washington, D. C. 20554

OFFICE OF
MANAGING DIRECTOR

JAN 28 1993

DOCKET FILE COPY ORIGINAL

John F. Garziglia, Esquire
Pepper & Corazzini
200 Montgomery Building
1776 K Street, N.W.
Washington, D.C. 20006

92-121/

Dear Mr. Garziglia:

This is in response to your request for refund of the hearing fee submitted by Ms. [REDACTED] former applicant for a new FM station at Rosamond, California.

You state that Ms. Hitt is entitled to a refund because she and the competing applicants for the station at Rosamond timely filed a settlement agreement with the presiding Administrative Law Judge providing for award of the station authorization to one applicant and dismissal of the remaining applicants, including Ms. Hitt. The ALJ approved the settlement agreement, and granted the surviving application following summary judgment on an outstanding issue.

Section 1.1111(b)(4) of the Commission's rules provides that a hearing fee is not required when the competing applicants timely file a settlement agreement. 47 C.F.R. § 1.1111(b)(4). Even if the surviving application in a settlement agreement contains an outstanding issue subject to adjudication, a fee will be required only from the surviving applicant. See Establishment of a Fee Collection Program to Implement the Provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, 2 FCC Rcd 947 (1987), recon. in part, 3 FCC Rcd 5987, 5990 (1988). Therefore, since no hearing fee payment was due from the applicants dismissed under the settlement agreement, the fee submitted by Ms. Hitt will be returned.

Accordingly, your request is granted.

A check, made payable to the maker of the original check and drawn in the amount of \$6,760.00, will be sent to you at the earliest practicable time. If you have any questions concerning this refund, please contact the Chief, Fee Section at (202) 632-0241.

Sincerely,

Marilyn J. McDermett

Marilyn J. McDermett
Associate Managing Director
for Operations

PEPPER & CORAZZINI

VINCENT A. PEPPER
ROBERT F. CORAZZINI
PETER GUTMANN
WILLIAM J. FRANKLIN
JOHN F. GARZIGLIA
TODD J. PARRIOTT
NEAL J. FRIEDMAN
ELLEN S. MANDELL
HOWARD J. BARR
LOUISE CYBULSKI
JENNIFER L. RICHTER

ATTORNEYS AT LAW
200 MONTGOMERY BUILDING
1776 K STREET, NORTHWEST
WASHINGTON, D. C. 20006
(202) 296-0600

ROBERT LEWIS THOMPSON
GREGG P. SKALL
E. THEODORE MALLYCK
OF COUNSEL
FREDERICK W. FORD
1909-1986
TELECOPIER (202) 296-5572

* NOT ADMITTED IN D.C.

December 21, 1992

Mr. James Mullins
Office of General Counsel
Federal Communications Commission
1919 M Street, Room 616
Washington, D.C. 20554

Re: Refund of Hearing Fee
Diane K. Hitt
BPH-910225MI

Dear Mr. Mullins:

Per our telephone conversation, I am enclosing a copy of the Memorandum Opinion and Order ("Order") released by Judge Joseph Gonzalez on August 11, 1992 in the Rosamond, California new FM radio proceeding.

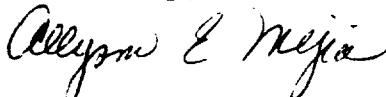
On July 6, 1992 we filed, on behalf of Ms. Diane K. Hitt, a request for refund of the hearing fee previously submitted to the Commission on July 15, 1991. In support of our request, we stated that the parties to the Rosamond, California proceeding had reached a settlement agreement, therefore alleviating the need to proceed with the hearing.

It is my understanding from speaking with Ms. Claudette Pride that a refund to Ms. Hitt is being withheld pending the release of the ALJ's Order granting the proposed settlement agreement and concluding the proceeding. As the final paragraph of the enclosed Order indicates, Judge Gonzalez accepted the Joint Petitions for Approval of Settlement Agreements, granted the application of Waremar Communications, Inc. and formally terminated the proceeding.

At this time, based on the information provided, we respectfully request that you initiate whatever action necessary to accommodate Ms. Hitt's refund request.

Should any questions arise, please do not hesitate to call.

Sincerely,



Allyson E. Mejia
Legal Assistant to
John F. Garziglia

Enclosure

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

FCC 92M-866
03824

In re Applications of)	MM DOCKET NO. 92-121
)	
ROSAMOND RADIO, INC.)	File No. BPH-910225MG
)	
JAMIE LEIGH COBERLY)	File No. BPH-910225MH
)	
DIANE K. HITT)	File No. BPH-910225MI
)	
For Construction Permit for a)	
New FM Station on Channel 228A)	
in Rosamond, California)	

MEMORANDUM OPINION AND ORDER

Issued: August 10, 1992; Released: August 11, 1992

Under consideration is the Joint Petition for Approval of Settlement Agreement filed by Rosamond Radio, Inc. (Rosamond) and Diane K. Hitt (Hitt) on July 1, 1992; the Joint Petition for Approval of Settlement Agreement filed by Rosamond and Jamie Leigh Coberly (Coberly) on July 1, 1992; the Petition for Leave to Amend filed by Rosamond on July 15, 1992, as supplemented on July 16, 1992; the Joint Request for Deletion of Issue filed by Rosamond and Hitt on July 20, 1992; and the Mass Media Bureau's Consolidated Comments on Joint Petitions for Approval of Settlement Agreements, Petition for Leave to Amend, and the Motion for Deletion of Issue filed on July 29, 1992.

Petition for Leave to Amend

Rosamond seeks leave to amend its application to reflect a change in the ownership structure of the applicant and a name change to Waremar Communications, Inc. In addition, the amendment withdraws the commitment of Rosamond and the Rosamond shareholders to divest their ownership interests in, and employment and other connections with Station KUTY(AM), Palmdale, California.

For good cause shown, the Petition will be granted and the amendment accepted.

Joint Request For Deletion of Issue

Rosamond, Coberly, and Hitt request that the Presiding Judge delete the issue concerning coverage of the community of Rosamond, California which was specified as Issue 1 in the Hearing Designation Order (DA 92-640), released in the above-entitled proceeding on June 11, 1992. In support of

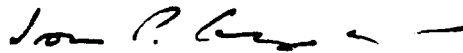
Rulings

IT IS ORDERED, that the Joint Request for Deletion of Issue filed by Rosamond Radio, Inc., Jamie Leigh Coberly, and Diane K. Hitt on July 20, 1992 IS DENIED; and that the Presiding Judge, on his own motion, grants summary decision in Rosamond Radio, Inc.'s favor of the city grade coverage issue designated against the application of Rosamond Radio, Inc., by the Hearing Designation Order released in this proceeding on June 11, 1992 (DA 92-640).

IT IS FURTHER ORDERED, that the Petition for Leave to Amend filed by Rosamond Radio, Inc. on July 15, 1992, as supplemented on July 16, 1992, IS GRANTED, and the amendment IS RECEIVED.

AND IT IS FURTHER ORDERED, that the Joint Petition for Approval of Settlement Agreement filed by Rosamond Radio, Inc., and Diane K. Hitt on July 1, 1992 and the Joint Petition for Approval of Settlement Agreement filed by Rosamond Radio, Inc. and Jamie Leigh Coberly on July 1, 1992 ARE GRANTED and the settlement agreements ARE APPROVED; that the applications of Diane K. Hitt (File No. BPH-910225MI) and of Jamie Leigh Coberly (File No. BPH-910225MH) ARE DISMISSED with prejudice; that the application of Waremar Communications, Inc., formerly Rosamond Radio, Inc., for a construction permit for a new FM station on Channel 228A in Rosamond, California (File No. BPH-910225MG) IS GRANTED; and that this proceeding IS TERMINATED.

FEDERAL COMMUNICATIONS COMMISSION



Joseph P. Gonzalez
Administrative Law Judge

Deer

VINCENT A. PEPPER
ROBERT F. CORAZZINI
PETER GUTHANN
WILLIAM J. FRANKLIN
JOHN F. GARZIGLIA
TODD J. PARRIOTT
NEAL J. FRIEDMAN
ELLEN S. MANDELL
HOWARD J. BARR
LOUISE CYBULSKI
JENNIFER L. RICHTER
* NOT ADMITTED IN D.C.

PEPPER & CORAZZINI

ATTORNEYS AT LAW
200 MONTGOMERY BUILDING
1776 K STREET, NORTHWEST
WASHINGTON, D. C. 20006
(202) 296-0600

910717817029202

ROBERT LEWIS THOMPSON
GREGG P. SKALL
E. THEODORE MALLYCK
OF COUNSEL
FREDERICK W. FORD
1908-1966
TELECOPIER (202) 296-5572

RECEIVED

JUL - 6 1992

Federal Communications Commission
Office of the Secretary

July 6, 1992

Ms. Donna R. Searcy
Secretary
Federal Communications Commission
Washington, D.C. 20554

Attention: Office of the Managing Director

Re: Request for Refund of Hearing Fee for
Application of Diane K. Hitt
(FCC File No. BPH-910225MI)

Dear Ms. Searcy:

The purpose of this letter is to request, on behalf of Diane K. Hitt, an applicant for a new FM station on Channel 228A at Rosamond, California (FCC File No. BPH-910225MI) a refund, pursuant to Section 1.1111(b)(2) of the Commission's Rules, of her hearing fee.

By Hearing Designation Order, DA 92-640, released June 11, 1992, the application of Diane K. Hitt was designated for hearing with a notice of appearance due on or before July 1, 1992. Rather than filing a notice of appearance, Diane K. Hitt reached a settlement with Rosamond Radio, Inc., another applicant in the proceeding, for a dismissal of the Hitt application. A copy of the Joint Petition for Approval of Settlement Agreement is attached. It is expected that the presiding judge will grant the joint petition, and dismiss the Hitt application. Upon such a dismissal of the Hitt application, it is respectfully requested that the \$6,760 hearing fee submitted by Diane K. Hitt to the Commission on July 15, 1991 be refunded to the applicant.

Ms. Donna R. Searcy
July 6, 1992
Page 2

Should any questions arise concerning this matter, please
contact this office directly.

Sincerely,


John F. Garziglia

Enclosure

cc: Administrative Law Judge Joseph P. Gonzalez (via hand
delivery) (w/o enclosure)
Gary Schonman, Esquire (via hand delivery) (w/o enclosure)
Thomas Schattenfield, Esquire (w/o enclosure)
Arthur V. Belendiuk, Esquire (w/o enclosure)

RECEIVED

JUL - 6 1992

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

Federal Communications Commission
Office of the Secretary

In re Applications of)	MM Docket No. 92-121
)	
ROSAMOND RADIO, INC.)	File No. BPH-910225MG
)	
JAMIE LEE COBERLY)	File No. BPH-910225MH
)	
DIANE K. HITT)	File No. BPH-910225MI
)	
For construction permit for a)	
New FM Station on Channel 228A)	
in Rosamond, California)	

To: Joseph P. Gonzalez
Administrative Law Judge

JOINT PETITION FOR APPROVAL OF SETTLEMENT AGREEMENT

1. Rosamond Radio, Inc. ("Rosamond") and Diane K. Hitt ("Hitt"), applicants for a new FM station to operate on Channel 228A in Rosamond, California (File Nos. BPH-910225MG and BPH-910225MI, respectively), respectfully request, pursuant to Section 73.3525 of the Commission's Rules, that the Settlement Agreement ("Agreement") attached hereto as Exhibit 1 be approved and that, upon approval, Hitt's application be dismissed with prejudice.

2. The Agreement provides for Rosamond to make a cash payment ("Settlement Payment") to Hitt in consideration for the dismissal of her application. The amount of the Settlement Payment to be made to Hitt is predicated upon (1) the Commission's determination that the claimed legitimate and prudent expenses incurred in the filing and prosecution of her application for the Rosamond facility are valid as claimed, or (2) if the Commission determines that some of the claimed expenses are not reimbursable, in such lesser amount as the Commission determines is valid. The undertakings of Hitt to dismiss her application and the undertakings of Rosamond to make the Settlement Payment are conditioned upon the Commission's action (1) approving the Agreement and (2) dismissing Hitt's application with prejudice becoming a "Final Action" as that term is defined in Paragraph 4 of the Settlement Agreement (Exhibit 1, hereto).


3. Attached as Exhibits 2 and 3 hereto are the Declarations of each of the applicants, Rosamond and Hitt, respectively, to the effect that they did not file their applications for the purpose of reaching or entering into a settlement agreement.

4. Grant of this Petition clearly would serve the public interest in that it would save substantial time and the resources of the parties and the Commission and hasten the initiation of a new local FM service on Channel 228A in Rosamond, California.

WHEREFORE, for the reasons set forth hereinabove, the parties hereto respectfully submit that this Petition should be granted.


Respectfully submitted,


Thomas Schattenfield


Susan A. Marshall

Arent, Fox, Kintner, Plotkin & Kahn
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036-5339
(202) 857-6000

Counsel for Rosamond Radio, Inc.


John V. Carziglia, Esquire
Pepper & Corassini
1776 K Street, N.W.
Suite 200
Washington, D.C. 20006
(202) 296-0600

Counsel for Diane K. Hitt

Date: June 30, 1992

EXHIBIT 1

SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into between Rosamond Radio, Inc. ("Rosamond") and Diane K. Hitt ("Hitt") to be effective as of the 30th day of June, 1992.

W I T N E S S E T H:

WHEREAS, Rosamond and Hitt each have pending before the Federal Communications Commission ("FCC") applications for a construction permit for a new FM radio broadcast station to operate on Channel 228A at Rosamond, California (FCC File Nos. BPH-910225MG and BPH-910225MI, respectively), which applications are mutually exclusive with one another and with the application filed by Jamie Leigh Coberly (File No. BPH-910225MH);

WHEREAS, the aforementioned mutually exclusive applications have been designated for hearing in MM Docket No. 92-121; and

WHEREAS, the dismissal of Hitt's application would serve the public interest by expediting the proceeding in MM Docket No. 92-121, thereby conserving the resources of the parties and the FCC and hastening earlier institution of a new FM radio service at Rosamond, California.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, the parties hereto, intending to be legally bound, agree as follows:

1. In consideration for Hitt dismissing her application for a new FM station on Channel 228A at Rosamond, California, Rosamond shall pay Hitt the sum of Twenty-Thousand Eight-Hundred Seventy-Nine Dollars and Forty-Two Cents (\$20,879.42), or such lesser amount as the Commission may approve, as reimbursement

for Hitt's legitimate and prudent expenses incurred in connection with the filing and prosecution of her application for the Rosamond station (the "Settlement Payment") within ten (10) days after an FCC action dismissing Hitt's application with prejudice becomes a "Final Action," as that term is defined in Section 4 hereof ("Due Date"). The Settlement Payment will be made in the following manner:

a. Within ten (10) days after the filing of the Joint Petition referred to in paragraph 2 hereof, Rosamond will deposit a check in the amount of the Settlement Payment ("Escrow Deposit") with Thomas Schattenfield of the law firm of Arent, Fox, Kintner, Plotkin & Kahn as escrow agent ("Escrow Agent"). Upon receipt of the Escrow Deposit, Thomas Schattenfield shall notify counsel for Hitt by telecopy or first class mail that the Escrow Deposit has been received and shall identify the bank in which the escrow account has been established.

b. On the Due Date, the Escrow Agent shall deliver to the attorney of record for Hitt a check payable to Hitt for the full amount of the Settlement Payment. Any interest earned on the Escrow Deposit will be paid to Rosamond.

2. The parties hereto shall file with the FCC on or before July 1, 1992, a Joint Petition pursuant to Section 73.3525 of the FCC's Rules, together with such other documents as may be required by that section, requesting that the FCC approve this Agreement and dismiss Hitt's application with prejudice. The parties shall cooperate fully with one another and take whatever

additional action is necessary or appropriate to obtain FCC approval of, and to effectuate, this Agreement.

3. The obligations of the parties under this Agreement are expressly conditioned upon the FCC taking "Final Action" within the meaning of Section 4 hereof, approving this Agreement and dismissing Hitt's application with prejudice.

4. For the purposes of this Agreement, an action by the FCC approving this Agreement shall be a "Final Action" when the time for filing any requests for administrative or judicial review of such action, or for the FCC to reconsider such action on its own motion, has lapsed without any such filing or motion having been filed or, in the event of any such filing or motion, it shall have been disposed of in a manner so as not to affect the validity of the action taken and the time for seeking further administrative or judicial review with respect to the action shall have expired without any request for such further review having been filed.

6. The parties hereto represent to one another that they each have the power and authority to enter into and carry out this Agreement and that this Agreement constitutes a valid and binding obligation of each of them in accordance with its terms.

7. Unless otherwise provided for in this Agreement, all notices, requests, demands and other communications relating to this Agreement shall be in writing and shall be sent by first class, certified or registered mail, return receipt requested,

postage prepaid and pending the designation of another address,
addressed as follows:

If to Rosamond Radio, Inc.:

P. Dale Ware, Ph.D.
2818 Gus Court
Lancaster, CA 93536

With copy to:

Thomas Schattenfield, Esquire
Arent, Fox, Kintner, Plotkin & Kahn
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036-5339

If to Diane K. Hitt:

Ms. Diane K. Hitt
18515 East Avenue H-6
Lancaster, CA 93535

With copy to:

John F. Garzigila, Esquire
Pepper & Corazzini
200 Montgomery Building
1776 K Street, N.W.
Washington, D.C. 20006

8. This Agreement constitutes the entire understanding of the parties and no other consideration, action or forbearance is contemplated or relied upon by them.

9. Should the parties engage in litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and costs as shall be determined by the court.

10. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their heirs, successors, executors, legal representatives and assigns.

11. This Agreement may be executed in one or more counterparts and shall be binding when it has been executed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement or have caused this Agreement to be executed on their behalf to be effective as of the date first set forth above.

ROSAMOND RADIO, INC.

By:

F. Dale Ware 6-30-9
F. Dale Ware, Ph.D., President

DIANE K. HITT

11. This Agreement may be executed in one or more counterparts and shall be binding when it has been executed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement or have caused this Agreement to be executed on their behalf to be effective as of the date first set forth above.

ROSAMOND RADIO, INC.

By: P. Dale Ware, Ph.D., President

DIANE K. HITT

Diane K. Hitt

EXHIBIT 2

DECLARATION OF P. DALE WARE, PH.D.

DECLARATION UNDER PENALTY OF PERJURY

P. Dale Ware, Ph.D., hereby declares under penalty of perjury:

1. I am President of Rosamond Radio, Inc. ("Rosamond"), an applicant for a new FM station to operate on Channel 228A, Rosamond, California (File No. BPH-910225MG).

2. Rosamond's application was not filed for the purpose of reaching or carrying out a settlement with any other mutually exclusive application for the Rosamond, California FM station.

3. Neither I nor anyone else representing Rosamond has paid or promised to pay, orally or in writing, money or any other thing of value in connection with the proposed dismissal of the application of Diane K. Hitt ("Hitt") for Channel 228A, in Rosamond, California (File No. BPH-910225MI), other than the proposed reimbursement of Hitt's legitimate and prudent expenses as set out in the foregoing Settlement Agreement and as approved by the FCC.

4. Approval of the Settlement Agreement between Rosamond and Hitt will serve the public interest by saving substantial time and the resources of the parties and the FCC and hastening the initiation of a new local FM service at Rosamond, California.

ROSAMOND RADIO, INC.

By 

P. Dale Ware, Ph.D., President

6-30-72
Date

EXHIBIT 3

DECLARATION OF DIANE K. HITT

DECLARATION

I, Diane K. Hitt, do hereby declare under penalty of perjury that the following is true and correct to the best of my knowledge and belief:

1. Other than the consideration described in the settlement agreement between Diane K. Hitt and Rosamond Radio, Inc., neither I nor anyone connected with me has been paid or promised any money or other consideration of any kind in connection with the dismissal of my application for a new FM broadcast station at Rosamond, California.

2. My application was not filed for the purpose of reaching or implementing a settlement agreement.

3. The proposed settlement is in the public interest as it would speed the initiation of a new local FM service on Channel 228A at Rosamond, California.

4. The nature of the consideration to be paid to me is a check in the amount of \$20,879.42 for the reimbursement of my legitimate and prudent expenses incurred in connection with the preparation and prosecution of my application for a new FM station at Rosamond, California. Attached to this Declaration is an itemization of the expenses for which I am seeking reimbursement.

5. No other oral or ancillary agreement exists with respect to the dismissal of my application.

Executed this 30th day of June, 1992.

Diane K. Hitt

Attachment

Expenses incurred in the filing and the prosecution of the application of Diane K. Hitt:

<u>Company</u>	<u>Amount Spent</u>
Aviation Systems (consultant for FAA approval for tall tower)	\$ 1,299.60
Newspaper ads	360.00
FCC application filing fee	2,030.00
Legal fees to Booth, Freret & Imlay	1,731.70
Legal fees to Pepper & Corazzini	4,785.18
Engineering fees to Gary Engineering	5,944.00
Engineering fees to Larry Morton & Associates	<u>4,728.94</u>
Total	\$20,879.42

INVOICE
AVIATION SYSTEMS ASSOCIATES, INC.
 23430 HAWTHORNE BOULEVARD
 SKYPARK 3, SUITE 200
 TORRANCE, CA 90505
 (310) 378-3299

INV. DATE January 11, 1992

INV. NO. **12085** Page 1 of 1

BILL TO: Diane Hitt
 Valley Mobile Communications, Inc.
 44830 N. Elm
 Lancaster, CA 93534-4896
 ATTN: Mr. Bruce Gary

EXPERTS: Byron Linden

CASE REFERENCE: Our file #1523 - Willow Springs

TERMS: NET 30

DATE	SERVICE RENDERED	DESCRIPTION	CALCULATED TIME	TIME CHARGE PER HOUR	AMOUNT
12/1991	Consultation	Byron Linden Numerous calls to FAA AWP-530 re status of study. Eventually notified study was to circularized for public comment. Rec'd circularization and reviewed comments.	2.0	\$ 100.00	\$ 200.

TELEPHONE \$ (w/ FAX)	0.00	TRAVEL \$	0.00	LOCAL MILEAGE \$	0.00	POSTAGE/EXPRESS MAIL \$	0.00	\$	0
DUAS CHARTS \$	0.00	GOVT. DOCUMENTS \$	0.00	OTHER (DESCRIBE)		\$	0.00	\$	0

PURCHASE ORDER # _____

PAID

APPROVED
1-7-92
#1980

TOTAL \$ 200
Past Due: \$ 001

Total Due this Invoice: \$ 1051

ASA TAX ID: 95-3405669

ORIGINAL INVOICE

INVOICE
AVIATION SYSTEMS ASSOCIATES, INC.
 23430 HAWTHORNE BOULEVARD
 SKYPARK 3, SUITE 200
 TORRANCE, CA 90505
 (310) 378-3299

INV. DATE February 15, 1992

INV. NO. **12116** Page 1 of 1

BILL TO: **Diane Hitt**
Valley Mobile Communicaitons, Inc.

EXPERTS: **Byron Linden**

44830 N. Elm

Lancaster, CA 93534-4396

ATTN: Mr. Bruce Gary

CASE REFERENCE: Our file #1523 - Willow Springs

TERMS: **NET 30**

DATE	SERVICE RENDERED	DESCRIPTION	CALCULATED TIME	TIME CHARGE PER HOUR	AMOUNT
01/1992	Administrative	Christine Venrick Clerical	0.5	\$ 48.00	\$ 24.00
01/1992	Consultation	Byron Linden Prepared correspondence to FAA in support of No Hazard Determination. Provided copy to client.	1.0	\$ 100.00	\$ 100.00

PAID
 3-10-92
 #2003

TELEPHONE \$ (w/ FAX)	0.00	TRAVEL \$	0.00	LOCAL MILEAGE \$	0.00	POSTAGE/EXPRESS MAIL \$	0.00	\$	0.
QUAD CHARTS \$	0.00	GOVT. DOCUMENTS \$	0.00	OTHER (DESCRIBE)		\$	0.00	\$	0.

PURCHASE ORDER # _____

TOTAL \$ 124.

Past Due: \$ 200.

Total Due this Invoice: \$ **324.**

ASA TAX ID: 95-3405669

ORIGINAL INVOICE

INVOICE
AVIATION SYSTEMS ASSOCIATES, INC.
 23430 HAWTHORNE BOULEVARD
 SKYPARK 3, SUITE 200
 TORRANCE, CA 90505
 (310) 378-3299

INV. DATE March 10, 1992

INV. NO. **12166** Page 1 of 1

BILL TO: Diane Hitt
 Valley Mobile Communications, Inc.
 44830 N. Elm
 Lancaster, CA 93534-4556
 ATTN: Mr. Bruce Gary

EXPERTS: Byron Linden

CASE REFERENCE: Our file #1523 - Willow Springs

TERMS: NET 30

DATE	SERVICE RENDERED	DESCRIPTION	CALCULATED TIME	TIME CHARGE PER HOUR	AMOUNT
02/1992	Administrative	Christine Venrick Clerical	0.5	\$ 48.00	\$ 24.00
02/1992	Consultation	Byron Linden Rec'd No Hazard Determination from FAA. Reviewed terms and conditions. Copy to client w/ letter of explanation.	1.0	\$ 100.00	\$ 100.00

PAID
AV. BANK
6-29-92
249

TELEPHONE \$ (w/ FAX)	0.00	TRAVEL \$	0.00	LOCAL MILEAGE \$	0.00	POSTAGE/EXPRESS MAIL \$	0.00	\$	0.
QUAD CHARTS \$	0.00	GOVT. DOCUMENTS \$	0.00	OTHER (DESCRIBE)		\$	0.00	\$	0.

PURCHASE ORDER # _____

TOTAL \$ 124.

Past Due: \$ 324.

Total Due this Invoice: \$ 444.

ASA TAX ID: 95-3405689

ORIGINAL INVOICE

LAW OFFICES OF
BOOTH, FRERET & IMLAY

SUITE 304

1233 20TH STREET, N.W.
WASHINGTON, D.C. 20036

ROBERT M. BOOTH, JR. (1911-1991)

JULIAN P. FRERET

CHRISTOPHER D. IMLAY

TELEPHONE

(202) 296-8100

TELEFAX

(202) 296-1818

July 1, 1992

Via Facsimile 296-5572

John F. Carsiglia, Esquire
Pepper & Corazzini
1776 K Street, N.W., Suite 200
Washington, D.C. 20006

Re: Ms. Diane Hitt

Dear John:

Diane Hitt asked that I send to you the total of our charges to her to date. I understand that you have arrived at a settlement with respect to her application, and that she will be compensated for her expenses in exchange for the dismissal of her application.

Our master ledger sheet indicates that Ms. Hitt was billed, for professional services, and for telephone, xerox and postage expenses, a total amount of \$1731.70 between March and October, 1991. All of that amount was promptly paid by Ms. Hitt. Our professional services rendered included consultation with her concerning the preparation and structure of her application, coordination with her consulting engineer, preparation of the application, review of competing applications, and advice to her concerning strategies to be pursued relative to the anticipated hearing proceeding with competing applicants.

Should you need additional proof of this, please do not hesitate to call. You may use this letter to Ms. Hitt's benefit in any manner necessary.

Yours very truly,


Christopher D. Imlay

cc: Diane Hitt